

**ADDENDUM TO FLUOR DANIEL FERNALD GENERAL  
PROVISIONS**

**FOR**

**FIXED - PRICE CONSTRUCTION CONTRACTS, DATED  
AUGUST 1994 (Rev. 3)**

**January 2, 1998**

1. Section A, Clause A. 38, Environmental Protection (Nov 1991), subparagraph (a)(16) is deleted in its entirety.

2. Section A, Clause A. 82, Indemnification for Nuclear Safety Violations is added as follows.

#### **A. 82 INDEMNIFICATION FOR NUCLEAR SAFETY VIOLATIONS**

(a) **Applicability.** The provisions of this clause shall be applicable if the Seller's product or service is subject to DOE Nuclear Safety Requirements or could have any effect on radiological safety.

(b) The Seller assumes full responsibility and shall indemnify, save harmless, and defend FDF, its directors, officers and employees from any civil or criminal liability under Section 234A (42USC§2282a) or 223(c) (42USC§2273(c)) of the Atomic Energy Act of 1954, as amended, or the implementing regulations, arising out of the activities of the Seller, its subcontractors, suppliers, agents, employees, and their officers, or directors. The Seller's obligation to indemnify and hold harmless shall expressly include attorneys fees' and other reasonable costs of defending any action or proceeding instituted under Section 234A or 223(c) or the implementing regulations.

3. Section A, Clause A. 83, Radiological Protection Program Compliance is added as follows:

#### **A. 83 RADIOLOGICAL PROTECTION PROGRAM COMPLIANCE**

(a) **Applicability.** The provisions of this clause apply to any activity carried out pursuant to this contract by the Seller, its subcontractors, suppliers, and employees that has the potential to result in the exposure of an individual to radiation or radioactive material. The term "individuals" as used in this clause includes, without limitation, general employees, radiological workers, embryo/fetus of a declared pregnant worker, minors, and members of the public. The requirements of this clause do not apply to activities that are regulated through a license by the Nuclear Regulatory Commission or a State under an Agreement with the Nuclear Regulatory Commission (an Agreement State), including activities certified by the Nuclear Regulatory Commission under Section 1701 (42 USC§2297(f)) of the Atomic Energy Act of 1954, as amended. Other specific applicability exclusions are identified in 10 CFR§835.1(b).

(b) The Seller shall: (1) comply with all applicable requirements of Title 10, Code of Federal Regulations, Part 835, "Occupational Radiation Protection" (10 CFR Part 835), and FDF's Radiological Protection Program as set forth in FDF's "Implementation Plan and Radiological Protection Program for 10 CFR Part 835", current edition, as revised from time to time (hereinafter referred to as the "RPP"), and (2) implement, document, and

maintain such programs (e.g., administrative controls, procedures, and technical work documents) as necessary to ensure compliance with FDF's RPP. The Seller's programs and associated documents are subject to review at all times by FDF.

(c) The Seller shall include the provisions of this clause, including this paragraph (c), in all lower tier subcontracts for any activity that has the potential to result in the exposure of an individual to radiation or radioactive material.

4. SECTION A, Clause A. 84, Quality Assurance (QA) Rule Program Compliance is added as follows:

**A. 84 QUALITY ASSURANCE (QA) RULE PROGRAM COMPLIANCE**

(a) Applicability. The provisions of this clause apply to Safe Shutdown Operations (SSO) and Material Handling and Storage (MH&S) activities carried out pursuant to this contract by the Seller, its subcontractors, suppliers, and employees at existing FEMP non-reactor nuclear facility rated as Nuclear Hazard Category (HC) 1, 2, or 3 (documented in accordance with a Safety Analysis Report/Technical Safety Requirement (SAR/TSR) Implementation Plan). The Seller is also required to implement this clause for project-specific nuclear activities (other than the SSO and MH&S activities) which occur in a new facility or activity rated HC 1, 2, or 3 in an approved SAR associated with this contract. Additionally, the Seller shall apply this clause to any facility or activity if requested by FDF and/or DOE. Non-reactor nuclear facility means those activities or operations that involve radioactive and/or fissionable materials in such form and quantity that a nuclear hazard potentially exists to the employees or the general public (See 10 CFR 830.3). The hazard classification and safety assessment documentation associated with this contract shall be reviewed to determine applicability of this clause. If noncompliance or deficiency occurs in the facility or activity the Seller is working in, and lack of corrective action by the Seller causes violations of Nuclear Safety Requirements in higher hazard nuclear facilities, then the Seller may be subject to enforcement penalties under 10 CFR 820 and/or other provisions of this contract. The requirements of this clause do *not* apply to activities that are regulated through a license by the Nuclear Regulatory Commission (NRC) or a State under an Agreement with the NRC, including activities certified by the NRC under section 1701 of the Atomic Energy Act. Other exceptions are identified in 10 CFR 830.120.

(b) The Seller shall: (1) comply with all applicable requirements of Title 10, CFR, Part 830.120, "Quality Assurance Requirements"; FDF's Quality Assurance Program (RM-0012, current edition, as revised from time to time), hereinafter referred to as "QAP"; and FDF's QA Rule Implementation Plan (PL-3029, current edition, as revised from time to time), hereinafter referred to as "QARIP" and (2) implement, document, and maintain such programs (e.g., administrative controls, procedures, and technical work documents) as necessary to ensure compliance with FDF's QAP, QARIP, and the QA requirements section of this contract. In all cases, key criteria from the QAP and QARIP which apply to Seller

work under this contract shall include organizational interfaces (Criteria 1, "Program") and reports and deliverables (Criteria 4, "Documents and Records"). The Seller's programs and associated documents are subject to review at all times by FDF.

(c) For occasions where reporting to DOE is necessary, the Seller shall report through FDF via the programs identified in paragraph (b) of this clause.

(d) The Seller shall include the provisions of this clause, including this paragraph (d), in all lower tier subcontracts for any activity that has the potential to impact the safe operation of a FEMP non-reactor nuclear facility.

5. Section A, Clause A. 85, Site Access is added as follows:

**A.85 SITE ACCESS**

(a) Definition: "Site", as used in this clause, means the Fernald Environmental Management Project, located at 7400 Willey Road, Fernald, OH.

(b) DOE Orders prohibit access to the site of any person having in his or her possession contraband articles. Contraband articles include any dangerous weapons, explosive or other instrument or material likely to produce substantial injury or damage to persons or property and any prohibited drug, substance of abuse or associated paraphernalia. Persons and vehicles entering the site are subject to search. Anyone found to be in possession of contraband articles will be denied access to the site.

(c) Any such denial of access will not excuse any failure to perform this contract in any way.

(d) The Seller shall include the provisions of this clause, including this paragraph (d), in all lower tier subcontracts.

6. Section B, Clause B.2, FAR 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (Mar 1986), is deleted in its entirety.

7. Section E, Clause E.10, FAR 52.222-4, Contract Work Hours and Safety Standards Act-Overtime Compensation (JUL 1995) is added as follows:

**E. 10 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JUL 1995)**

(a) Overtime requirements. No Seller or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR 22.300) shall require or permit any such laborers or mechanics in any work week in which the individuals is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives

compensation at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Seller and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Seller and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sums of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. FDF shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Seller or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Seller or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records.

(1) The Seller or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d) (1) of this clause shall be made available by the Seller for inspection, copying or transcription by authorized representatives of FDF or the Department of Labor. The Seller shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Seller or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Seller shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.